

1 STATE OF NEVADA  
2 LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT  
3 RELATIONS BOARD  
4

5 MARK ANTHONY BOYKIN, )  
6 Complainant, ) ITEM NO. 674E  
7 vs. ) CASE NO. A1-045921  
8 CITY OF NORTH LAS VEGAS POLICE ) **ORDER**  
9 DEPARTMENT, )  
10 ee Respondent. )

11 For Complainant: Adam Levine, Esq., Law Offices of Daniel Marks  
12 For Respondents: Noel Eidsmore, Esq.  
13 City of North Las Vegas

14 This matter came on before the State of Nevada, Local Government Employee  
15 Management Relations Board ("Board"), on October 20, 2010 for consideration and decision  
16 pursuant to the provisions of the Local Government Employee-Management Relations Act ("tl e  
17 Act"); NAC Chapter 288, NRS chapter 233B, and was properly noticed pursuant to Nevada s  
18 open meeting laws.

19 Complainant Mark Boykin was hired by the City of North Las Vegas ("City") as a poli e  
20 officer on February 19, 2007. After initial training at the Southern Desert Regional Poli e  
21 Academy, Officer Boykin entered the City's Field Training Evaluation Program (FTEP) for new  
22 officers. The stated purpose of the FTEP program is to evaluate a trainee's job performance, and  
23 to identify and correct weaknesses and deficiencies with the trainee's performance. (Ex. 42, p.  
24 1). The FTEP program provides that before terminating a trainee's employment, a trainee should  
25 be provided remedial training and if necessary an extension of training. (Ex. 42, p. 106-107).  
26 When a trainee's employment is terminated due to a failure to complete FTEP, the supervis  
27 that requests termination is directed to consider only the trainee's job performance, and not his q

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1 her personality. (Ex. 42, p. 111). The procedure for a termination under the FTEP program  
2 guidelines is to request a non-confirmation panel.

3 The City terminated Officer Boykin's employment prior to his completion of the FT P  
4 program.

5 On October 2, 2007, Boykin's newly-appointed Field Training Officer, Officer Lo an  
6 McAllister, confronted Officer Boykin about allegations that Officer Boykin had started a run r  
7 about Boykin's previous Field Training Officer. Boykin responded that he believed that s  
8 previous trainer was a great officer, but their personalities did not mix and declined to : y  
9 anything further. (Tr. 5/26/10, p. 157). The reason for Officer Boykin's reluctance to discuss s  
10 previous trainer was due to the suggestion of Sgt.<sup>1</sup> Randy Salyer, who was the FT P  
11 Coordinator, that Boykin put any issues relating to his previous trainer behind him and k  
12 forward to succeeding in the FTEP program. (Tr. 5/26/10, pp. 154-155).

13 The next day, Sgt. Salyer confronted Officer Boykin about whether or not Officer Boy n  
14 had started any rumors about his previous trainer. Officer Boykin admitted to an off-d y  
15 conversation with a fellow trainee which had occurred prior to Boykin's transfer to a new Fi d  
16 Training Officer, and which had occurred prior to Sgt. Salyer's advice to put the matter beh d  
17 him and move on. (Tr. 5/26/10, pp. 157-159). During this meeting, Sgt. Salyer indicated o  
18 Officer Boykin that if he had lied, Sgt. Salyer would have started an Internal Aff rs  
19 investigation of Boykin. (Tr. 5/26/10 p. 160). Officer Boykin then drafted a memorandum  
20 recounting the incident, in which Officer Boykin specified that two fellow trainees were invol ed  
21 in the off-duty conversation in which Officer Boykin discussed his previous trainer, as oppo ed  
22 to only one fellow trainee. (Ex. 3). From this series of events, the City concluded that Off er  
23 Boykin violated the Department's policy on truthfulness.

24 Yet, the allegations against Officer Boykin were not investigated by the Internal Aff rs  
25 unit as had been threatened by Sgt. Salyer and as had previously been done in similar situati  
26 (Tr. 5/26/10, pp. 26-27); (Tr. 5/26/10, pp. 98-99); (Tr. 5/26/10, pp. 257-262). The Board sav o

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27  
28 <sup>1</sup> This rank reflects Salyer's rank at the time of Officer Boykin's discharge.

1 credible evidence of any meaningful investigation by the City into the claim that Officer Boykin  
2 had violated the Department's truthfulness policy.

3       There is no dispute about which process the City followed to discharge Officer Boykin.  
4 After receiving Officer Boykin's memorandum, on October 9, 2010, Sgt. Salyer relieved Officer  
5 Boykin of duty with pay pending the outcome of a non-confirmation panel. Rather than proceed  
6 through an Internal Affairs investigation, the City moved straight to the FTEP non-confirmation  
7 process outlined in Exhibit 42. The non-confirmation panel was held on October 11, 2007.  
8 During that hearing, Sgt. Salyer told the panel that Boykin's training issues "did not warrant non-  
9 confirmation." (Ex. 10). Instead, the City non-confirmed Officer Boykin based upon a claim that  
10 Officer Boykin violated the Department's policy on truthfulness.

11       Officer Boykin contends that the City unilaterally changed the terms of his employment  
12 by changing the established disciplinary process, by unilaterally imposing a probationary period  
13 on him, by retaliating against him for raising concerns about his previous trainer, and that the  
14 City discriminated against him due to his race. Officer Boykin's claims are addressed separately.

#### 15 Unilateral Change to Disciplinary Procedure

16       Initially, the City argues that Officer Boykin lacks standing to bring a unilateral change  
17 claim. The City argues that a unilateral change claim is a violation of NRS 288.270(1)(e)  
18 because in such claims the employer breaches the duty to bargain in good faith, and that because  
19 the duty to bargain in good faith is owed to the bargaining agent only the bargaining agent can  
20 bring a unilateral change claim.

21       We reject this argument because a unilateral change claim is not limited to a violation of  
22 NRS 288.270(1)(e); it is also a violation of NRS 288.270(1)(a). NLRB v. Swedish Hosp.  
23 Medical Center, 619 F.2d 33, 35 (9th Cir. 1980); Standard Oil Company of California v. NLRB,  
24 399 F.2d 639, 642 (9th Cir. 1968) (considering identical provisions of National Labor Relations  
25 Act). An individual employee does have a legally recognized interest in seeking relief for a  
26 violation of subsection 1-a. See NRS 288.140(2). Thus, Boykin has standing to bring a claim for  
27 a unilateral change.

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1 Mark Boykin's non-confirmation was a form of discipline imposed on Officer Boykin by  
2 the City. There was substantial evidence presented at the hearing to establish that the non-  
3 confirmation was a disciplinary action. Sgt. Salyer confirmed that allegations of untruthfulness  
4 are disciplinary in nature. (Tr. 6/22/10, p. 73). Additionally, Acting Chief of Police Joseph  
5 Chronister also testified that a violation of the Department's truthfulness policy would be a  
6 disciplinary issue. (Tr., 5/25/10, p. 157). Accordingly, the Board finds that the City disciplined  
7 Officer Boykin in this case.

8 Under the unilateral change theory, which has been approved by the Nevada Supreme  
9 Court in City of Reno v. Reno Police Protective Ass'n, 118 Nev. 889, 59 P.3d 1212 (2002), an  
10 employer commits a prohibited labor practice when it changes the terms and conditions of  
11 employment which fall under the subjects of mandatory bargaining listed in NRS 288.150  
12 without first bargaining in good faith with the recognized bargaining agent.

13 Discipline and disciplinary procedure are mandatory subjects of bargaining. NRS  
14 288.150(2)(i). Thus, if the City unilaterally changed the bargained-for procedure in this case, it  
15 has committed a violation of the Act.

16 In order to determine whether or not a unilateral change has occurred, the Board looks to  
17 what the established terms of employment were before the alleged change, then looks to what the  
18 terms of employment were after the alleged change, and then comparing the two to determine if  
19 a change has in fact taken place. Golden Stevedoring Co. 335 NLRB 410, 435 (2001); Service  
20 Empl. Int'l Union, Local 1107 v. Clark County, Item No. 713A, EMRB Case No. A1-045965  
21 (2010).

22 Officer Boykin presented substantial evidence that the bargained-for disciplinary process  
23 is that which is set forth in Article 22 of the collective bargaining agreement between the City  
24 and the North Las Vegas Police Officer's Association. The agreement specifically notes that "all  
25 peace officers are covered." There is no distinction in the agreement between confirmed and  
26 non-confirmed officers. Whether or not an employee is probationary has no bearing on his  
27 entitlement to the protections of the bargained-for disciplinary procedures.

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1           Because Officer Boykin's discharge was disciplinary and because even trainees are  
2 afforded the protections of the bargained-for disciplinary process, we do not accept the City's  
3 arguments that it was free to use the FTEP non-confirmation process to discharge Officer  
4 Boykin.

5           In this case, the bargained-for process incorporates the Police Officer Bill of Rights set  
6 forth in NRS Chapter 289, and ensures that an officer facing potential discipline is given certain  
7 rights, including the right to notice of an investigation and advance notice of an investigativ  
8 interrogation, the right to representation by counsel or another representative at the interrogation,  
9 the right to have the entire interrogation recorded, and the right to have the final disciplinary  
10 decision decided by a mitigation panel. (Ex. 30, pp. 32-34). The Board heard testimony that the  
11 City's prior practice, even for trainees in FTEP, was to provide for the rights recognized in the  
12 collective bargaining agreement, and for the investigations into claims of misconduct to be  
13 handled by the Internal Affairs division. (Tr. 5/26/10, pp. 26-27); (Tr. 5/26/10, pp. 98-99); (Tr.  
14 5/26/10, pp. 257-262). Even Sgt. Salyer was under the impression that an Internal Affairs  
15 investigation was the proper way to proceed against an allegation of untruthfulness. (Tr. 5/26/10  
16 p. 160). The Board also heard testimony from the president of the North Las Vegas Police  
17 Officer's Association that allegations of untruthfulness should be investigated by Internal  
18 Affairs. (Tr. 5/25/10, pp. 286-289).

19           The City does not dispute that this process was not followed in Officer Boykin's case.  
20 Instead, Sgt. Salyer simply relieved Boykin of duty, convened the non-confirmation panel, and  
21 asked the panel to recommend that Boykin be discharged.

22           The bargaining agent in this case is the North Las Vegas Police Officers Association, and  
23 the president of North Las Vegas Police Officers Association confirmed that the City did not  
24 bargain for this change with the bargaining agent. (Tr. 5/25/10, p. 256).

25           Thus, Boykin has established that the City committed a prohibited labor practice by  
26 unilaterally changing the bargained-for disciplinary procedure in his case.

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1 Unilateral Change to Probationary Period

2       Officer Boykin also asserts that the City unilaterally changed the terms of his  
3 employment by imposing an 18-month probationary period in his case. The Board does not agree  
4 with Officer Boykin on this claim.

5       In order to prevail on this claim, Boykin must present substantial evidence that the City  
6 did not impose a probationary period prior to his discharge, and that the City unilaterally  
7 imposed a probationary period in this case.

8       The issue of a probationary period was not a subject of the actual negotiation for the  
9 2002-2007 collective bargaining agreement. (Tr. 5/25/10, p. 252-253). The collective bargaining  
10 agreement itself does not speak to the question of a probationary period. (Ex. 30). However, the  
11 North Las Vegas Civil Service Rules contemplate that “[p]olice officers... shall serve eighteen  
12 (18) month probation as new hire or reclassification.” North Las Vegas Municipal Code  
13 2.68.290(A) (2007). This municipal ordinance was enacted in 2001. (Ex. 15). Although, a  
14 collective bargaining agreement will control over the civil service ordinances when the two  
15 conflict, see North Las Vegas Municipal Code 2.68.070 (2007), the collective bargaining  
16 agreement does not refer to probationary periods in any respect and there is no apparent  
17 contradiction between the Civil Service Rules and the collective bargaining agreement. (Ex. 30).

18       Additionally, the Board notes that a term of employment may be established by past  
19 practice when the collective bargaining agreement does not speak to the term. City of Reno at  
20 900, 59 P.3d at 1220. However, Officer Boykin did not present evidence that the City’s past  
21 practice was anything other than to impose a probationary period on newly hired police officers.  
22 Rather, the evidence in this case at least suggests that the past practice was to impose a  
23 probationary period on newly hired officers. (Ex. 13); (Ex. 14); (Ex. 15). Further, we do not give  
24 any weight to the fact that Officer Boykin was not provided a copy of the Civil Service Rules.

25       Given the absence of positive evidence from Officer Boykin which would indicate the  
26 lack of a probationary period prior to his case, as well as the City’s Civil Service Rules  
27 imposing a probationary period which had been in place for six years before Boykin’s hire, and  
28 the lack of any bargaining by the Association over a probationary period, the Board concludes

1 that there is not substantial evidence to support Officer Boykin's claim that the City unilaterally  
2 changed a term of his employment by hiring him as a probationary employee.

3 Racial Discrimination

4 To resolve claims of racial discrimination, this Board has looked to and applied the  
5 burden-shifting approach adopted by the Nevada Supreme Court in Apeceche v. White Pine  
6 County, 96 Nev. 723, 615 P.2d 975 (1980). Under this approach, the employee carries the initial  
7 burden of establishing a *prima facie* case of discrimination by proving (1) he is a member of a  
8 protected class, (2) he is qualified for the job, (3) he is satisfying the job requirements, (4) he was  
9 discharged, and (5) the employer assigned others to do the same work. Once a *prima facie* case  
10 of discrimination is established, the burden shifts to the employer to articulate some legitimate,  
11 nondiscriminatory reason for its actions. Apeceche at 726, 615 P.2d at 977. The focus on the  
12 inquiry is whether the employer is treating some people less favorably than others because of  
13 their race. Id.

14 Officer Boykin satisfies the elements of a *prima facie* case of racial discrimination. Some  
15 of the elements are not disputed. There was no dispute raised between the parties that Boykin is  
16 an African-American and therefore a member of a protected class. Nor was there any dispute that  
17 Officer Boykin was performing according to the employer's expectations. There was no dispute  
18 that Officer Boykin was discharged, and there was no dispute that other employees are doing the  
19 same police work which Boykin performed.

20 The only disputed element which is contested by the City is whether Boykin was  
21 qualified to be a police officer. (See City's Post-Hearing Brief, pp. 12-13). The Board disagrees  
22 with the City on this point and finds that Officer Boykin was qualified to be a police officer. He  
23 had attended and passed the necessary training at the Southern Desert Regional Police Academy,  
24 and the City presented no evidence of any physical disqualification that would bar Officer  
25 Boykin from police work.

26 Under Apeceche, the burden now shifts to the City to demonstrate a legitimate non-  
27 discriminatory justification for its actions. A reason is legitimate if it is one that, if believed  
28 would support a finding that unlawful discrimination was not the cause of the adverse

1 employment action. e.g., Clark County Public Employees Association v. County of Clark, It em  
2 No. 215, EMRB Case No. A1-145425, p. 3 (1988). The City asserts that its legitimate reason fo  
3 discharging Boykin was for violating the department policy on truthfulness.

4 The Board accepts the City's stated reason as legitimate. Substantial evidence presente d  
5 to the Board shows that the City had adopted a regulation requiring truthfulness for its polic e  
6 officers, and that a violation of the truthfulness policy may be a terminable offense. (Ex. 19).  
7 This explanation is a legitimate reason sufficient to shift the burden back to Officer Boykin.

8 In order to finally prevail, Officer Boykin must present substantial evidence that th e  
9 City's proffered legitimate reason is mere pre-text for unlawful discrimination. The Board doe s  
10 not find credible substantial evidence to support a finding that the City's legitimate reason w as  
11 pre-text for racial discrimination. Thus, the Board finds that the City did not discriminate agains t  
12 Officer Boykin due to his race. This finding should not be construed as a finding that Officer er  
13 Boykin actually did violate the truthfulness policy – the answer to that question can only be  
14 determined after the City has followed the proper bargained-for disciplinary process to  
15 investigate and adjudicate the alleged offense.

#### 16 Retaliation

17 Boykin also raised the claim that he had been the victim of retaliation for exercising his  
18 First Amendment right to free speech and reporting some concerns about his former Field  
19 Training Officer. Whether or not the City violated any of Boykin's constitutional rights is  
20 beyond the scope of the Act, and therefore beyond the concern of this Board.

21 In order to prevail on a claim for retaliation under the Act, Officer Boykin must first  
22 show that he had engaged in activity that is protected under the Act. Under NRS 288.270(1)(d),  
23 an employer is not permitted to retaliate against an employee who has "signed or filed an  
24 affidavit, petition or complaint or given any information or testimony under this chapter, or  
25 because the employee has formed, joined or chosen to be represented by any employee  
26 organization." There was no evidence presented at the hearing that Officer Boykin had  
27 participated in a Board proceeding prior to his discharge, nor was there any evidence indicating  
28 that Officer Boykin had joined or become active in an employee organization. Thus, there is no



1 evidence to support a finding that Boykin had engaged in protected activity under Chapter 288  
2 and the Board finds in favor of the City on this claim.

3 City's Other Defenses

4 The City has also raised a number of other arguments which we do not accept. The Board  
5 does not accept the City's contention that the Board lacks jurisdiction over the City under a  
6 theory of sovereign immunity. NRS Chapter 288 expressly grants the Board the power to  
7 conduct hearings and order appropriate remedies against local government employers, which  
8 includes cities. See NRS 288.060; NRS 288.110(2).

9 The Board also rejects the City's arguments that it lacks jurisdiction over this case  
10 because Boykin was not a local government employee at the time he filed his complaint. Officer  
11 Boykin was a local government employee under NRS 288.050 at the time the City committed a  
12 prohibited labor practice, and Officer Boykin has asked to be re-instated, showing an expectation  
13 of continued employment with the City.

14 The Board also rejects the City's arguments that the Board lacks jurisdiction over  
15 unilateral change claims because it requires the construction of the collective bargaining  
16 agreement. Looking to the United States Supreme Court for guidance, the Board can construe  
17 collective bargaining agreements and resolve ambiguities as necessary to determine whether or  
18 not a unilateral change has been committed. NLRB v. Strong Roofing & Insulating Co., 393 U.S.  
19 357 (1969); NLRB v. C & C Plywood Corp., 385 U.S. 421 (1967); see also Jim Walter  
20 Resources, 289 NLRB 1441, 1449 (1988).

21 Remedy

22 Under NRS 288.110(2) the Board may restore to Officer Boykin any benefit of which he  
23 has been deprived by the City's violation of the Act. This includes restoring Officer Boykin to  
24 the position and status that he held prior to the City's violation. Nevada Serv. Empl. Union  
25 Local 1107 v. Orr, 121 Nev. 675, 119 P.3d 1250 (2005).

26 As noted above, the City violated the Act by departing from its established disciplinary  
27 process in this case. Prior to that violation, Boykin was a probationary employee who had been  
28 suspended from duty with pay. In order to restore Boykin's benefit to him, he must be reinstated

1 to his prior status of suspended with pay, including an award of back pay from October 9, 20  
2 to the date of this order. This award of back pay may be offset by any income that Boykin has  
3 received over the same time period. Additionally, the finding of untruthfulness was brought  
4 about by the City's violation of the Act, and any finding of untruthfulness must be expunged  
5 from any of Officer Boykin's records maintained by the City. Upon reinstatement, the City may  
6 proceed through the proper disciplinary procedure if it chooses.

7 Additionally, the Board is authorized to award a complainant his costs and attorneys fees  
8 if he is a prevailing party pursuant to NRS 288.110(6). This case merits an award of fees and  
9 costs to Officer Boykin. Consistent with prior board practice the Board instructs counsel to  
10 Officer Boykin to submit a memorandum detailing the costs and fees incurred in this matter.

11 Based upon the forgoing, the Board makes the following findings of fact and conclusions  
12 of law.

### 13 **FINDINGS OF FACT**

- 14 1. Officer Mark Boykin was hired by the City of North Las Vegas as a police officer on  
15 February 19, 2007.
- 16 2. Officer Boykin was suspended with pay by the City on October 9, 2007.
- 17 3. On October 11, 2007, the City held a non-confirmation panel pursuant to the procedure  
18 set forth in the FTEP manual.
- 19 4. On October 23, 2010, Officer Boykin's employment was terminated by the City of North  
20 Las Vegas. (Ex. 1).
- 21 5. The City's discharge of Officer Boykin was disciplinary.
- 22 6. The City did not afford Officer Boykin an Internal Affairs Investigation, advance notice  
23 of an investigation, the right to representation during an investigation, or a mitigation  
24 hearing prior to non-confirming his employment.
- 25 7. The City's past practice was to have an Internal Affairs investigation when a  
26 probationary employee was accused of violating the Department's truthfulness policy.
- 27 8. The City changed the bargained-for disciplinary process when it discharged Officer  
28 Boykin.

- 1 9. The City hired Officer Boykin as a probationary employee.
- 2 10. There was not substantial evidence presented at the hearing to indicate that the City
- 3 unilaterally changed the terms of employment when it hired Officer Boykin as a
- 4 probationary employee.
- 5 11. Officer Boykin is an African-American.
- 6 12. Officer Boykin was performing his job according to the expectations of the City.
- 7 13. Officer Boykin was qualified to be a police officer.
- 8 14. The City assigned other to perform police work after discharging Officer Boykin.
- 9 15. Officer Boykin did not engage in the protected activity listed in NRS 288.270(1)(d) prior
- 10 to his discharge.
- 11 16. If any of the foregoing findings is more appropriately construed a conclusion of law, it
- 12 may be so construed.

**CONCLUSIONS OF LAW**

- 14 1. The Board is authorized to hear and determine complaints arising under the Local
- 15 Government Employee-Management Relations Act.
- 16 2. The Board has jurisdiction over the parties and the subject matters of the Complaint on
- 17 file herein pursuant to the provisions of NRS Chapter 288.
- 18 3. When an employer unilaterally changes a term or condition of employment which relates
- 19 to a mandatory subject of bargaining, the employer commits a prohibited labor practice
- 20 under NRS 288.270(1)(a) and NRS 288.270(1)(e).
- 21 4. Officer Boykin was a local government employee under NRS 288.050 and has a legally
- 22 recognizable interest in the relief sought under NRS 288.270(1)(a).
- 23 5. Officer Boykin has standing to bring a unilateral change claim.
- 24 6. Officer Boykin's amendments to his complaint which raise a unilateral change claim are
- 25 acceptable pursuant to NAC 288.235.
- 26 7. The City committed a prohibited labor practice under NRS 288.270(1)(a) when it
- 27 unilaterally changed the disciplinary process by denying Officer Boykin the right to the

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1 bargained-for disciplinary process and substituted the FTEP non-confirmation process for  
2 the bargained-for disciplinary process.

3 8. Disciplinary and discharge procedures are a mandatory subject of bargaining pursuant to  
4 NRS 288.150(2)(i).

5 9. The City did not commit a prohibited labor practice when it imposed a probationary  
6 period on Officer Boykin.

7 10. The City's stated reason that it non-confirmed Officer Boykin due to an alleged violation  
8 of the truthfulness policy is a sufficient legitimate explanation under the burden-shifting  
9 framework of *Apeceche v. White Pine County*, 96 Nev. 723, 615 P.2d 975 (1980).

10 11. The City's stated legitimate reason was not pre-text for unlawful racial discrimination.

11 12. The City did not retaliate against Officer Boykin for engaging in protected activity as  
12 defined by NRS 288.270(1)(d).

13 13. As a result of the City's violation of NRS 288.270(1)(a), Officer Boykin was deprived of  
14 the benefit of having the allegations against him handled pursuant to the bargained-for  
15 disciplinary process.

16 14. The untruthfulness finding was a product of the City's prohibited labor practice, and the  
17 untruthfulness finding deprives Officer Boykin of the benefit of a record which is clear of  
18 any finding of misconduct.

19 15. If any of the foregoing conclusions is more appropriately construed a finding of fact, it  
20 may be so construed.

21 **ORDER**

22 It is hereby ordered that the City of North Las Vegas shall re-instate Complainant Mark  
23 Boykin to his previous position as a police officer, and shall reinstate Mark Boykin to his prior  
24 position of probationary police officer and to his prior status of suspended with pay pending an  
25 investigation pursuant to the bargained-for disciplinary process. The City shall also expunge  
26 from its records any finding of untruthfulness by Officer Boykin which relates to the matters  
27 raised in this case.

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1 It is further ordered that the City of North Las Vegas, and its police department, shall  
2 restore to Mark Boykin his back-pay and benefits from October 9, 2007 to the date of this order.  
3 This award may be offset by any income that Officer Boykin has earned during the same time  
4 period.

5 It is further ordered that, pursuant to NRS 288.110(6), the City of North Las Vegas, and  
6 its police department shall reimburse Officer Boykin a reasonable amount of costs, including  
7 attorneys fees, that Officer Boykin has incurred in bringing this action. Officer Boykin shall file  
8 with the Board a memorandum detailing the fees and costs incurred in this matter. The  
9 memorandum shall be filed within thirty (30) days of the date of this order. The City shall  
10 thereafter have the opportunity to oppose the fees and costs claimed by Officer Boykin.

11 DATED this 12th day of November, 2010.

12 LOCAL GOVERNMENT EMPLOYEE-  
13 MANAGEMENT RELATIONS BOARD

14  
15 BY:   
16 SEATON J. CURRAN, ESQ., Chairman

17 BY:   
18 SANDRA MASTERS, Vice-Chairman

19  
20 BY:   
21 PHILIP E. LARSON, Board Member

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1 STATE OF NEVADA  
2 LOCAL GOVERNMENT EMPLOYEE-MANAGEMENT  
3 RELATIONS BOARD  
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5 MARK ANTHONY BOYKIN,

6 Complainant,

7 vs.

8 CITY OF NORTH LAS VEGAS POLICE  
9 DEPARTMENT,

10 Respondent.

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)  
) CASE NO. A1-045921  
)  
)

**NOTICE OF ENTRY OF ORDER**

11 To: Adam Levine, Esq., Law Offices of Daniel Marks

12 To: Noel Eidsmore, Esq.  
13 City of North Las Vegas

14 PLEASE TAKE NOTICE that an ORDER was entered in the above-entitled matter on  
15 November 12, 2010.

16 A copy of said order is attached hereto.

17 DATED this 12th day of November, 2010.

18 LOCAL GOVERNMENT EMPLOYEE-  
19 MANAGEMENT RELATIONS BOARD

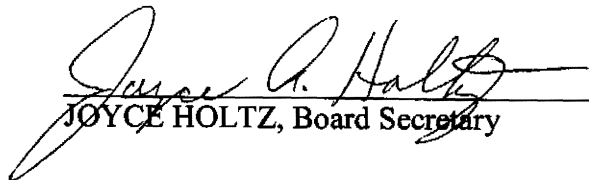
20 BY   
21 JOYCE HOLTZ, Board Secretary  
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**CERTIFICATE OF MAILING**

I hereby certify that I am an employee of the Local Government Employee-Management Relations Board, and that on the 12th day of November, 2010, I served a copy of the foregoing ORDER by mailing a copy thereof, postage prepaid to:

Adam Levine, Esq.  
Law Offices of Daniel Marks  
530 S. Las Vegas Blvd., #300  
Las Vegas, NV 89101

Noel Eidsmore, Esq.  
City of North Las Vegas  
2225 Civic Center Drive, #228  
North Las Vegas, NV 89030

  
JOYCE HOLTZ, Board Secretary

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